



This Broadband Service Order and Agreement (“**Service Agreement**”) governs fiber optic communication services including but not limited to high-speed internet service and VoIP phone service, as applicable (individually and collectively “**Services**”) provided by Kosciusko Connect, LLC (“**Company**”) to you (“**Customer**”). This Service Agreement outlines the terms and conditions under which Company is providing Services to Customer and the associated obligations of both Parties. By using the Services, Customer understands, acknowledges, and agrees to be bound by the terms and conditions of this Service Agreement and all documents incorporated or referenced herein, as each may be amended from time to time, including without limitation Company’s Privacy Policy, Acceptable Use Policy, Internet Transparency Policy, and Copyright Infringement Policy. Current versions of these documents may be viewed at any time online at <https://kosciuskoconnect.com>. **If you do not agree to these terms and conditions, do not use the Services.**

1. **CUSTOMER ELIGIBILITY.** Individual Customers represent and warrant that they are at least 18 years of age and have full legal authority to execute this Agreement. If a Customer is not an individual but is a corporate or organized entity, the individual representative executing this Agreement represents and warrants that he/she has full legal authority to execute this Service Agreement on behalf of the Customer.
2. **SUBSCRIPTION AND PAYMENT TERMS.** Customer agrees to pay monthly charges in advance, including all applicable taxes and fees. Customer agrees to pay for all Services provided by Company including but not limited to charges for installation and equipment.
3. **MEMBER PORTAL.** Customer is required to complete the Member Portal registration process following the in-home installation. Company does not send a paper bill. Company charges a fee of \$4.00 to provide a paper statement. Customers are encouraged to use the Autopay program to ensure regular and timely delivery of monthly payments. The Customer portal can be found at <https://billing.kosciuskoremc.com/onlineportal>
4. **LATE/OTHER CHARGES AND SECURITY DEPOSIT.** Customer shall make all payments to Company when due. Customer understands that Company may require a

security deposit and/or issue an administrative late fee (“**Late Fee**”) for monthly charges not paid by stated due date. The Late Fee is a reasonable estimate of costs to manage past due accounts. Examples of these costs include preparing additional bill statements, processing Customer service records, mailing additional notices, tracking past due accounts, responding to inquiries regarding past due balances, making collection telephone calls, performing special procedures to process past due payments, generating work orders and performing necessary field work to collect past due accounts. Company does not extend credit to Customers and the Late Fee is not interest, a credit service charge, or a finance charge. If Service is disconnected, Company may impose a reconnect charge and/or security deposit, in addition to collecting any outstanding balance, including any Late Fee, before service is restored. If Customer’s check is returned for insufficient funds, Company may impose a service charge up to \$25.00. If Customer has not paid amounts due within 30 days of the due date, a collection agency and/or attorney may be engaged to collect amounts due. Customer agrees to pay Company for any amounts due, and all reasonable agency and attorney fees incurred, including, without limitation, court costs.

5. **OWNERSHIP OF EQUIPMENT-RISK OF LOSS.** Equipment and other property and facilities installed by Company in or on Customer premises to deliver the Services to Customer, including without limitation, inside or outside Optical Network Terminals (ONT), wireless routers, and wiring (“**Equipment**”), shall remain the sole and exclusive property of Company. Customer assumes the risk of loss, theft, or damage to all Equipment at all times prior to the removal of the outside Equipment by Company or return of the inside Equipment by Customer. Customer agrees to pay any Equipment charges associated with the Service. Upon termination of Service for any reason, Customer agrees to immediately return all inside Equipment in the operating condition as when received (reasonable wear and tear excepted) directly to Company within 5 days of the termination. In the event that the Equipment is destroyed, damaged, lost or stolen, or the inside Equipment is not returned to Company for any reason within 5 days of termination, including fire, flooding, storm or other incident beyond Customer’s control, Customer shall be liable to Company for the full replacement cost for any unreturned or damaged Equipment. Further, Customer understands and agrees that Company may charge the credit card on file at time of termination of Service for the cost for any unreturned or damaged Equipment, in accordance with applicable law.

6. **TAMPERING/MISUSE/LOST/STOLEN.** Customer shall not alter, misuse, repair, or in any manner tamper with the Equipment or outlets or remove from the Equipment any markings or labels. Customer is responsible for the safekeeping of all Equipment. If any Equipment is destroyed, damaged, lost or stolen while in Customer possession, Customer shall be liable for the cost of repair or replacement of the Equipment.

7. **SERVICE TERMS.** This Agreement is for a term of twenty-four (24) months commencing on the Effective Date (the “Initial Term”) and shall automatically renew on a month-to-month basis. Contract terms apply to Kosciusko Connect customers located outside of Kosciusko REMC’s electric service territory and are not members of Kosciusko REMC. Contract terms apply to Kosciusko Connect customers whose demarcation point is outside of Kosciusko REMC’s electric service territory. This Agreement shall remain in effect and be incorporated into every Order for Service for the entire term. It is expressly understood and agreed that each Order for Services shall continue in full force and effect, including the incorporation of the terms of this Agreement, during its term, notwithstanding any termination or expiration of the Agreement.

If any Services are terminated after the Service Commencement Date for such Order for Services and prior to the expiration of the initial term of such Services contained in the applicable Order for Services for any reason, the Customer agrees to pay Supplier an early disconnection charge equal to the sum of: one hundred percent (100%) of the monthly recurring charges for the Services multiplied by the number of months remaining in the second half of the initial term.

Additionally, If a customer chooses to cancel telephone service and wishes to keep their phone number, they are responsible for initiating the porting process with their new provider.

It is understood that customers who are not members of Kosciusko REMC do not have the right to vote in annual elections.

8. **TERMINATION OF SERVICE BY CUSTOMER.** Account holders may terminate the Services in person at the Company office or by telephone. Account holders are liable for all Services rendered by Company up to the time the account has been de-activated.
9. **THEFT OF SERVICE.** The receipt of Services without authorization is a crime. Customer understands that the law prohibits willful damage, alteration, or destruction of Equipment. Customer may be subject to both civil and criminal penalties for such conduct. Customer shall not move Equipment to another location or use it at an address other than the Service address without prior authorization from Company.
10. **TERMINATION OF SERVICE BY COMPANY.** Company will give Customer five (5) days’ prior notice of disconnection of all or part of the Services, except if the disconnection is requested by Customer, or due to Acceptable Use Policy violations. If

Customer's bill is not paid after notification is received, Company may disconnect the Services. Upon termination for any reason, Company may charge additional fees on any unpaid balance. Further, Customer understands and agrees that Company may charge Customer's credit card on file at termination of Service in the amount of any outstanding balance, fees and for the cost for any unreturned or damaged Equipment, in accordance with applicable law.

11. **CHANGES IN SERVICE/CHARGES.** Company may change or eliminate Services and charges.
 - a. Company will give Customer 30 days' notice of increases or other changes in charges, or
 - b. Changes to or elimination of Services in conformity with applicable law.

12. **TRANSFER OF ACCOUNT/CHANGE OF RESIDENCE.** The Services shall only be provided at the address where Company completes installation. Account holder may not transfer Customer's rights or obligation to the Services to any successor tenant or occupant or to any other address without Company's consent and without providing Company with written consent from both the transferring and assuming parties (unless previous party is deceased, and in that case will need to provide a death certificate).

13. **SERVICE AND REPAIRS.** Company will make reasonable efforts to maintain system and respond to service calls in a timely manner. Company will repair Equipment damaged due to reasonable wear and tear or technical malfunction. Physical damage to Equipment caused by intentional or negligent misuse is Customer's sole responsibility. Customer is responsible to pay cost of repair or replacement.

14. **ACCESS ON PREMISES.** As a condition of receiving the Services, Customer grants to Company authorization to enter Customer's premises to construct, install, maintain, inspect, and/or replace all other Equipment necessary to provide Services. Furthermore, as the owner of the premises at which the Services are provided, Customer will, upon request, grant to Company a perpetual easement without charge on and through premises to construct, install, maintain, inspect and/or replace our outlets, transmission lines and all other Equipment necessary to provide the Services to Customer and others.
 - a. If Customer is not the owner of the premises, Customer needs to get approval from their landlord before work can begin. The Landlord FTTH Install Approval can be found on our website <https://kosciuskoconnect.com> and warrants that he/she has received the proper authority to grant such access to Company to install and maintain Equipment as indicated on the Service Order.

15. **PRIOR ACCOUNTS.** Customer warrants that no monies are owed to Company from previous accounts with Company or its affiliates. If Company finds a prior account with Customer or its affiliates where money is owed, then Company may apply any funds received to that prior account, where allowed by law.
16. **WARRANTY DISCLAIMER; LIMITATION ON DAMAGES.** SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. COMPANY DOES NOT WARRANT THAT SERVICE WILL BE UNINTERRUPTED OR ERROR FREE.
- a. Company makes no warranty, express or implied, including any warranty of merchantability, fitness for a particular purpose or non-infringement of either the Equipment or Services furnished hereunder.
 - b. Limitation of Liability: Company (and its Affiliates, Employees, Officers, Directors and Agents) shall not be liable to Customer for indirect, special, incidental, consequential, punitive, or exemplary damages arising out of or in connection with the Services or any acts or omission associated therewith, including any acts or omissions by subcontractors of Company or relating to any services furnished, whether such claim is based on breach of warranty, contract, or tort including negligence, or any other legal theory and regardless of the causes of such loss or damages or whether any other remedy provided herein fails.
 - c. Customer Exclusive Remedy: Company's entire liability and Customer's exclusive remedy with respect to the use of the Services (including without limitation with respect to the installation, delay, provision, termination, maintenance, repair, interruption, or restoration of any such Services) or any breach by Company of any obligation Company may have under these Terms and Conditions whether in an action for or arising out of breach of contract, tort (including negligence), indemnity or strict liability, shall be Customer's ability to terminate the Service or to obtain the replacement or repair of any defective Equipment. In no event shall Company's liability to Customer for any claim arising out of this Agreement exceed the amount paid by the Customer during the preceding 3-month period.
 - d. The provisions of this Section constitute an allocation of risk between the parties and the price charged Customer is based on such allocation of risk. The terms of this Section shall survive the termination of this agreement for any reason.

17. **CUSTOMER INDEMNIFICATION.** CUSTOMER IS RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS COMPANY AND ITS EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS AND CONTRACTORS AND SHALL REIMBURSE COMPANY FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS) INCURRED BY COMPANY IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS AND CAUSES OF ACTION ARISING OUT OF (i) CUSTOMER USE OF THE SERVICES OR EQUIPMENT; (ii) VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS ARISING FROM CUSTOMER USE OF THE SERVICES OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; AND (iii) CUSTOMER BREACH OF ANY PROVISION OF THIS AGREEMENT.

18. **SERVICE INTERRUPTIONS.** Company assumes no liability for interruption of Service beyond its control, including, without limitation, acts of God, natural disaster, fire, civil disturbance, strike, or weather. However, credit adjustments will be determined on a case-by-case basis.

19. **INTERNET ACCESS SPEEDS.** The internet access speeds quoted are the maximum rates by which downstream internet access data may be transferred between Company facilities and the network interface device at Customer premise. The maximum rate is not guaranteed and may vary. The quoted speeds should not be confused with the speed at which Customer receives and sends internet access data through the public internet as such speeds are impacted by many factors beyond control of Company. Actual internet speeds vary due to many factors including the capacity or performance of computer and its configuration, wiring and any wireless configuration, destination and traffic on the internet, internal network or other factors at the internet site with which Customer is communicating, congestion on the network and the general speed of the public internet. The actual speed may affect Customer on-line experience, including ability to view streaming video and speed of downloads. Except as otherwise provided by law, Company reserves the right to implement network management controls to optimize and ensure that adequate speed and data transfer is available to all internet service customers.

20. **INTERNET USE.** Customer understands that its use of the Services is subject to Company's Acceptable Use Policy and Copyright Infringement Policy (each previously incorporated herein by reference and as may be amended from time to time). Further, Customer agrees to comply with all applicable laws in connection with Customer's use of the Services and this Services Agreement. Customer assumes all responsibility and

liability for the security of information on personal devices, including but not limited to computer, information transmitted or received through the Services. Company assumes no responsibility and disclaims any liability for the security of any information on Customer personal devices, or the security or accuracy of any information or data transmitted or received through the Services. Company has no responsibility and disclaims any liability for unauthorized access by third persons to Customer personal devices, files, or data or any loss or destruction of files or data.

21. **TROUBLESHOOTING.** Company's Technical Support Team is available 24/7 and may be contacted at 888-299-5236 and help@kosciuskoconnect.com for technical support related to the Services.
22. **COMPLIANCE WITH AGREEMENT.** Company reserves the right to suspend performance or terminate Service for the breach of any of these Terms and Conditions or Company's policies related to the Services.
23. **NOTICES.** All notices and communications under the Agreement shall be in writing and shall be given by personal delivery, recognized national overnight courier service (i.e. Federal Express), or by registered or certified mail, return receipt requested, addressed to the respective Party as set forth in the first page of the Agreement or to such other address as may be designated in writing by such Party. Notice shall be deemed given upon receipt.
24. **MISCELLANEOUS.** The Service Agreement, including Supplemental Terms and Conditions for VoIP Phone Service, as applicable, represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other agreements, written or oral, between the Parties relating to the Services. Any modification to this Service Agreement shall be in writing signed by authorized representatives of both Parties. No term or provision herein shall be waived, and no breach or default excused, unless such waiver or consent is in writing and signed by the Party to which it is attributed. No consent by a Party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to or waiver of any subsequent breach or default. If any provision of the Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render the Agreement unenforceable, but rather the Agreement shall be construed as if not containing the invalid or unenforceable provision. The Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws principles. Each party consents to personal jurisdiction in the state and federal courts of the State of Indiana.

SUPPLEMENTAL TERMS AND CONDITIONS APPLICABLE TO VOIP PHONE SERVICE

1. **RATES AND CHARGES**. The rates and charges for the Voice Services are set forth in the Agreement, together with any and all of Company taxes, fees and surcharges, as applicable and as amended from time to time. With respect to any Voice Services provided by Company to Customer for which a rate is not specified in the Rate Schedule, Company's standard retail rates shall apply. Company shall provide Customer with a current rate schedule for its standard retail rates at time-of-service activation, from time to time, and at the request of Customer.
2. **TAXES AND SURCHARGES**. In addition to the rates and charges for the Voice Services, Customer shall be responsible for payment of all local, state and federal taxes, fees and surcharges, however designated, imposed on or based upon the provision, sale, or use of the Voice Services and any Equipment, excluding taxes based on Company's net income. Customer shall be responsible for the payment of all surcharges in effect from time to time, including but not limited to USF, 911 surcharges, and federal and state regulatory surcharges, as required or permitted by applicable law or regulation and/or as specified on the Company's website.
3. **VOIP USAGE BILLING**. Billing for any usage associated with Voice Services, including but not limited to Directory Assistance, Toll Free Service Charges, International Calling, will occur in arrears (for prior month's usage-based Services).
4. **CUSTOMER RESPONSIBILITIES**. Customer shall be responsible for providing the following to support Voice Services: (i) broadband internet connectivity; (ii) all equipment, software, facilities and/or Internet Protocol ("IP") connectivity necessary to reach and interoperate with the Voice Services and the Company; and (iii) all other equipment, software and other facilities to be installed, including without limitation, routers, IP enabled phones and/or analog telephony adapters.
5. **UNAUTHORIZED USE OF VOICE SERVICES**. Company shall have the right (but not the obligation) to take protective action against Customer in order to protect Company's network from any unauthorized use, which protective action may include, without limitation, the temporary blocking of Customer's voice traffic until the applicable problem is resolved in Company's reasonable discretion. The Voice Services do not support and Company will not accept 976/900 and such other call types in which charges are placed on an end-user's bill and Company might be expected to act as a collection

agent. Use of predictive dialers for more than five percent (5%) of all calls made is prohibited without Company's prior written consent.

6. **VOICE 911/E 911 SERVICE LIMITATIONS AND LIMITATION OF LIABILITY.**

Customer understands and acknowledges that access to Voice Services may be lost or may not function properly, including the ability to call for 911/E911 service, under certain circumstances, including but not limited to, the following: (i) Company's network or facilities are not operating; (ii) broadband connection is lost; (iii) Customer is experiencing a power outage; (iv) electrical power to the optical network terminal (ONT) is interrupted; (v) Customer failure to provide a proper service address or moving the service to a different address. Customer understands and acknowledges that in order for 911/E911 calls to be properly directed, Company must have the current service address and if Service is moved to a different address without Company's approval, 911/E911 calls may be directed to the wrong emergency authority, may transmit the incorrect location address for responding, or the Voice Services (including 911/E911) may fail altogether. Customer is required to notify Company of any change of address of the ONT for 911/E911 calling service to work properly. Customer agrees that, to the maximum extent allowed by law, Company shall have no liability for any damages caused, directly or indirectly, by Customer's inability to access the Voice Services, including 911/E911 services. Customer agrees to defend, indemnify, and hold harmless Company, its officers, directors, employees, affiliates and agents and any others who furnish services in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorney fees) by, or on behalf of, Customer or any third party or user of account relating to the absence, failure, or outage of the Voice Services, including 911 dialing and/or inability of Customer or any third person or party or user of the Voice Services to be able to dial 911 or to access emergency service personnel.

7. **CPNI.** Under federal law, Customer has the right, and Company has a duty, to protect the confidentiality of information about the amount, type, and destination of Customer's Voice Services usage (CPNI). Customer hereby consents to the sharing of Customer's CPNI or other personal information with Company and its affiliates, agents and contractors, solely for the purpose of: I) providing the services requested by Customer herein, II) developing or bringing to Customer's attention any products and services offered by the Company and its affiliates, or III) in the event of any merger, sale of some or all of the Company's assets, as well as in any insolvency, bankruptcy or receivership proceeding in which CPNI or other personal information would be transferred as one of the business assets of the Company. This consent survives the termination of Customer's Service and is valid until revoked by Customer. To remove this consent at any time, Customer must notify Company in writing at 370 S. 250 E. Warsaw, IN 46582 Attn:

Customer Service and provide the following information: (1) Customer name, (2) Service billing address, (3) telephone number including area code, and (4) service account number. Removing consent may affect Customer's current services.

BROADBAND SERVICE ORDER

High-Speed Internet Access Requested by Customer:

- High-Speed Internet Residential*:
 - Standard:** 100 Mbps downstream & 100 Mbps upstream (100/100)
 - Advanced:** 500 Mbps downstream & 500 Mbps upstream (500/500)
 - Premium:** 1,000 Mbps downstream & 1,000 Mbps upstream (1,000/1,000 | Gigabit)

- High-Speed Internet Business*:
 - Business 100:** 100 Mbps downstream & 100 Mbps upstream (100/100)
 - Business 300:** 300 Mbps downstream & 300 Mbps upstream (300/300)
 - Business 1000:** 1,000 Mbps downstream & 1,000 Mbps upstream (1,000/1,000 | Gigabit)

- VoIP Phone:
 - Residential Service
 - Business Service

- Equipment provided by Company:
 - Indoor ONT (Calix GigaPoint™ 803G)
 - Wireless Router (Calix GigaSpire BLAST)
 - U6.1
 - U4
 - Wireless Mesh Extender: (GigaSpire Mesh BLAST^{u4m})
 - OTHER _____

High-Speed Upgrade Requests:

- Broadband Upgrades:
 - Wireless Mesh Extender: (GigaSpire Mesh BLAST^{u4m})
 - The Guardian Network Protection

*Gigabit speeds represent maximum network service capability speeds and are not guaranteed due to varying factors.

*Actual customer speeds are not guaranteed and speed may vary based on several factors. These factors include, but are not limited to, end-user devices used and location/placement of the router. Pricing does not include applicable taxes, regulatory, and/or local government franchise fees. Prices and packages are subject to change.

- Did the Customer request a change to their Internet Speeds?

YES NO

If YES which speed?

Standard: 100/100
 Advanced: 500/500
 Premium: 1,000/1,000

Business 100/100
 Business 300/300
 Business 1000/1000

**BROADBAND SERVICE ORDER AND AGREEMENT
SIGNATURE PAGE**

BY EXECUTING BELOW CUSTOMER UNDERSTANDS AND AGREES WITH ALL TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

FURTHER, CUSTOMER UNDERSTANDS THE SERVICES REQUIRE ACTIVE ELECTRIC SERVICE AT CUSTOMER'S LOCATION AND IF AN ELECTRICAL SERVICE OUTAGE OCCURS, THE SERVICES, INCLUDING ALL VOICE SERVICES, IF ELECTED, MAY NOT FUNCTION.

DATE: _____ **ACCOUNT NUMBER:** _____

CUSTOMER EMAIL: _____

CUSTOMER SIGNATURE: _____

PRINT NAME: _____

INSTALLER SIGNATURE: _____

PRINT NAME: _____

THIS IS AN IMPORTANT CONTRACT DOCUMENT. PLEASE RETAIN THIS AND ALL ACCOMPANYING DOCUMENTS AND STORE THEM WITH OTHER IMPORTANT PAPERS.